



#5
PATENT
DON02 P-799

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner : Patrick Niland
Group : 1714
Applicant : Jeffrey A. Lewno
Serial No. : 09/520,582
Filed : March 8, 2000
For : BONDED VEHICULAR GLASS ASSEMBLIES UTILIZING TWO
COMPONENT ADHESIVES

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

TERMINAL DISCLAIMER TO OBLIGATE A DOUBLE
PATENTING REJECTION [37 CFR 1.321]

The undersigned Disclaimant, Niall R. Lynam, is Senior Vice President and
Chief Technical Officer of the Assignee identified below, and represents that he is
empowered to act on behalf of the Assignee.

The Assignee of record, Donnelly Corporation, located at 414 East Fortieth
Street, Holland, Michigan 49423, is the owner of the entire right, title and interest in and to
the above-identified application and invention. This application is a continuation of United
States patent application Serial No. 09/213,706, filed December 17, 1998, by Jeffrey A.
Lewno, now U.S. Patent No. 6,068,719, issued May 30, 2000, which is a continuation of
United States patent application Serial No. 08/924,405, filed August 22, 1997, now United
States Patent No. 5,853,895, issued December 29, 1998, which is a continuation of United
States Patent Application Serial No. 08/420,233, filed April 11, 1995, now abandoned. The
Assignment to the Assignee was recorded on April 11, 1995, at Reel 7610, Frame 0509, a
copy of which is attached.

Applicant : Jeffrey A. Lewno
Serial No. : 09/520,582
Page : 2

The Disclaimant states that the evidentiary document, namely the attached Assignment, has been reviewed, and Disclaimant hereby certifies that, to the best of his knowledge and belief, title is in the Assignee seeking to take the below action.

The Assignee, Donnelly Corporation, hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration of a full statutory term of United States Patent 5,853,895, which was issued on December 29, 1998, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent 5,853,895, this agreement to run with any patent on the above-identified application and to be binding upon the grantor, and successors or assignees.

Assignee does not disclaim any part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of U.S. Patent 5,853,895 in the event that it later: 1) expires for failure to pay a maintenance fee, 2) is held unenforceable, 3) is found terminally disclaimed under 37 CFR 1.321(a), 4) has all claims cancelled by a reexamination certificate, or 5) is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

I hereby declare that all statements made herein are of my own knowledge and are true and that all statements made on information and belief are believed to be true; and further, that the statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, as set out under Section 1001,

Applicant : Jeffrey A. Lewno
Serial No. : 09/520,582
Page : 3

Title 18 of the United States Code, and that such willful statements may jeopardize the validity of the application or any patent issuing thereon.

DONNELLY CORPORATION

3/6/01
Date

Niall Lynam
Niall R. Lynam
Senior Vice President and
Chief Technical Officer

DSG/ram